

UNITED STATES DISTRICT COURT  
WESTERN DISTRICT OF WASHINGTON  
AT SEATTLE

TRAVELERS PROPERTY CASUALTY  
COMPANY OF AMERICA, a foreign  
insurer,

Plaintiff,

v.

WALSH CONSTRUCTION COMPANY II  
LLC, an Illinois Limited Liability Company;  
and ARCH SPECIAL INSURANCE  
COMPANY, a foreign insurer,

Defendants.

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WALSH CONSTRUCTION COMPANY II,  
LLC, an Illinois Limited Liability Company,

Third Party Plaintiff,

v.

GREENWICH INSURANCE COMPANY,  
a foreign insurer,

Third Party Defendant.

CASE NO. 2:22-CV-00589 RSM-BAT

**ORDER GRANTING MOTION TO  
SEAL**

Defendant Walsh Construction Company II LLC (“Walsh”) filed a Motion to Temporarily Seal a certain log note designated as “Confidential Material” by Sandy Ngo, an adjuster of Travelers Property Casualty Company of America (“Travelers”). Dkt. 88. Walsh filed the Motion to Seal contemporaneously with its Motion to Amend Pleadings, which references

1 the log note. Dkt. 90; Dkt. 92 (Sealed Document Exhibits A & B to Declaration of Alexander E.  
2 Ackel).

3 Walsh argues the log note should not remain sealed as Travelers failed to comply with  
4 LCR 5(b)(3)(B). Travelers maintains the log note should remain under seal because it is  
5 “confidential defense material” pursuant to the parties’ Stipulated Protective Order (Dkt. 29)  
6 governing production in this case. Dkt. 94.

### 7 DISCUSSION

8 There is a strong presumption of public access to the court’s files. This rule applies in all  
9 instances where a party seeks to overcome the policy and the presumption by filing a document  
10 under seal. LCR 5(g). Where the parties have entered a litigation agreement or stipulated  
11 protective order (*see* LCR 26(c)(2)), which governs the exchange in discovery of documents that  
12 a party deems confidential, the party who designated the document as confidential must satisfy  
13 subpart (3)(B) in its response to a motion to seal by providing the applicable standard and  
14 reasons for keeping a document under seal (*i.e.*, legitimate private or public interests; injuries if  
15 document does not remain under seal; and the absence of less restrictive alternatives). LCR  
16 5(b)(3)(B)(i-iii).

17 The parties’ Stipulated Protective Order contains the following definition of  
18 “Confidential Defense Materials”:

19 2.2 Definition of Confidential Defense Material. “Confidential Defense Material”  
20 includes material containing information related to the Underlying Litigation to  
21 the extent it is protected from disclosure as work product, privileged, developed in  
22 anticipation of litigation, confidential settlement communications, or otherwise  
23 protected from disclosure by the Federal Rules of Civil Procedure, Federal Rules  
of Evidence, or under the comparable procedural and evidence rules applicable in  
the Underlying Litigation. This includes specifically, without limitation, any  
information related to the Underlying Litigation in the possession of any  
insurance adjusters or claims personnel involved in handling the Underlying  
Litigation on behalf of Walsh...

1 Dkt. 29, p. 3.

2 Walsh argues Travelers' reliance on this language is conclusory. However, as explained  
3 by Travelers, the log note explicitly discusses the underlying litigation and therefore constitutes  
4 "confidential defense material" protecting it from disclosure under the parties' Stipulated  
5 Protective Agreement.

6 Based on the foregoing, the Court **GRANTS** the motion to seal for purposes of Walsh's  
7 Motion to Amend. In doing so, the Court is not ruling on whether the log note is, in fact,  
8 "confidential defense material," thus leaving the issue open for further litigation assuming the  
9 parties are unable to amicably resolve the issue. The log note shall remain sealed until the Court  
10 orders otherwise.

11 DATED this 6th of May, 2024.

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14 BRIAN A. TSUCHIDA  
15 United States Magistrate Judge  
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